

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

NORTHWEST ADMINISTRATORS,
INC.,

Plaintiff,

v.

WEST CENTRAL PRODUCE, INC., a
California corporation,

Defendant.

NO.

COMPLAINT TO COMPEL AUDIT

I.

Plaintiff, Northwest Administrators, Inc., is an organization incorporated under the laws of the State of Washington, with its principal place of business in King County, and is the authorized administrative agency for and the assignee of the Western Conference of Teamsters Pension Trust Fund (hereinafter "Trust").

II.

The Western Conference of Teamsters Pension Trust Fund is an unincorporated association operating as a Trust Fund pursuant to Section 302 of

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1 the Labor Management Relations Act of 1947, as amended, to provide retirement
2 benefits to eligible participants.

3
4 III.

5 This Court has jurisdiction over the subject matter of this action under
6 Section 502(e)(1) and (f) of the Employee Retirement Income Security Act of 1974
7 ("ERISA"), 29 U.S.C. §1132(e)(1) and (f) and under §301(a) of the Taft-Hartley Act,
8 29 U.S.C. §185(a).

9 IV.

10 Venue is proper in this District under Section 502(e)(2) of ERISA, 29 U.S.C.
11 §1132(e)(2), because the Plaintiff Trust Fund is administered in this District.

12 V.

13 Defendant is a California corporation.

14 VI.

15 Defendant is bound to a collective bargaining agreement with Local 630 of
16 the International Brotherhood of Teamsters (hereinafter "Local"), under which the
17 Defendant is required to promptly and fully report for and pay monthly contributions
18 to the Trust at specific rates for each hour of compensation (including vacations,
19 holidays, overtime and sick leave) said Defendant pays to its employees who are
20 members of the bargaining unit represented by the Local (such bargaining unit
21 members are any of the Defendant's part time or full time employees who perform
22
23
24

1 any work task covered by the Defendant's labor contract with the Local, whether or
2 not those employees ever actually join the Local).

3 VII.

4 Defendant accepted the Trust's Agreement & Declaration Agreement ("Trust
5 Agreement") which provides in part:
6

7 Each Employer shall promptly furnish to the Trustees or
8 their authorized representatives on demand any and all
9 records of his past or present Employees concerning the
10 classification of such Employees, their names, Social
11 Security numbers, amount of wages paid and hours
12 worked or paid for, and any other payroll records and
13 information the Trustees may require in connection with
14 the administration of the Trust Fund, and for no other
15 purpose. The Trustees or their authorized
16 representatives may examine any books and records of
17 each employer, which the Employer is required to
18 furnish to the Trustees on demand whenever such
19 examination is deemed necessary or desirable by the
20 Trustees in the proper administration of the Trust. If it
21 becomes necessary for the trustees to retain legal
22 counsel to compel an Employer to furnish to, or permit
23 the examination of books, or records or information by,
24 the Trustees or their representatives, the Employer shall
25 reimburse the Trust fund for all reasonable attorney's
26 fees and court costs incurred by the Trust Fund in
connection therewith, whether or not legal proceedings
were instituted and whether or not such examination
disclosed that the Employer has failed to make
appropriate or timely Employer Contributions to the Trust
Fund.

21 VIII.

22 The Trustees of the Western Conference of Teamsters Pension Trust deem
23 it both necessary and advisable to the proper administration of the Trust that their
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1 authorized representatives examine the Defendant's books and records for the
2 inclusive period March 1, 2012 through the Present Date to determine if the
3 Defendant previously reported for and paid to the Trust all of the amounts due for
4 the Defendant's employment of members of the bargaining unit represented by the
5 Trust for said period.
6

7 IX.

8 Despite notification to the Defendant of the Trustees' desire to conduct an
9 audit for the period March 1, 2012 through the Present Date, and demands made
10 upon the Defendant on the Trust's behalf for access to Defendant's records for an
11 examination of them for that period, to date the Defendant has failed and refused to
12 make its records available for the thorough examination the Trustees deem
13 necessary and advisable to the proper administration of the Trust.
14

15 WHEREFORE, plaintiff, on the Trust's behalf, prays the court as follows:

16 1. That the Court enter an Order Compelling Audit under which
17 Defendant shall be directed by the Court, within a specified time, to make available
18 to the authorized representatives of the Trustees of the Trust for the period March
19 1, 2012 through the Present Date:

- 20 a. Individual payroll records for all employees for both West
21 Central Produce and Dynamic Distribution Inc.;
- 22 b. Employee roster listing all employees, with hire or position date
23 changes and term dates, job descriptions, and department
24 codes for both West Central Produce and Dynamic Distribution
Inc.;

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- c. State of California Quarterly Wage and Withholding Reports (DE6/DE9) for both West Central Produce and Dynamic Distribution Inc.;
- d. State Industrial Insurance or Comparable Reports for both West Central Produce and Dynamic Distribution Inc.;
- e. Quarterly FICA and Federal Income Tax Reports (941/941A) for both West Central Produce and Dynamic Distribution Inc.;
- f. Annual Federal Unemployment Reports (FUTA 940) for both West Central Produce and Dynamic Distribution Inc.;
- g. Labor Contracts – plus any addendums or supplements, if applicable, for both West Central Produce and Dynamic Distribution Inc.; and
- h. Payroll or accounts payable records for temporary agency personnel for both West Central Produce and Dynamic Distribution Inc..

2. Afford to the authorized representatives of the Trustees of the Trust both ample time and opportunity to examine all such materials of Defendant at such time and at such place as shall be convenient to the Trustees' authorized representatives.

3. For judgment against the Defendant for:

- A. All of the Plaintiff's attorney's fees incurred in gaining auditor access to Defendant's records;
- B. All of the Plaintiff's costs incurred in gaining auditor access to defendant's records, and
- C. For such other and further relief as the Court may deem just and equitable.

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3 DATED this 14th day of October 2015.

4 REID, McCARTHY, BALLEW & LEAHY,
5 L.L.P.

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8 _____
9 Russell J. Reid, WSBA #2560
10 Attorney for Plaintiff
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